WATTLE RANGE COUNCIL ASU ENTERPRISE AGREEMENT 2015

File No. 01602/2016B

This Agreement shall come into force on and from 19 May 2016 and have a life extending until 16 July 2018.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 19 MAY 2016.

COMMISSION MEMBER



PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Wattle Range Council ASU Enterprise Agreement 2015.

2.	ARRANGEMENT
I —	APPLICATION AN

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3. DEFINITIONS

"Consultation" is a process which will have regard to Employees' interests in the formulation of plans which have a direct impact on them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by Employees.

"Employee" shall mean an Employee of the Wattle Range Council who performs work covered by this Agreement and the Award;

"Employer" or "Council" shall mean the Wattle Range Council;

"Union/ASU" shall mean the Australian Municipal Administrative, Clerical and Services Union.

"Workplace Representative" shall mean an Employee elected (by majority) by the group of Employees to represent them in workplace related matters.

"Year" shall mean each financial year commencing on 1 July and ending on 30 June.

4. PARTIES BOUND

This Agreement is binding on:-

- 4.1 The Wattle Range Council in respect of its Employees performing work of the classes covered by the Award.
- 4.2 The Union in respect of its members employed by the Wattle Range Council.
- 4.3 The Agreement is not binding on members of the Executive Leadership Team who are employed on performance related contracts.

[&]quot;Agreement" shall mean the Wattle Range Council ASU Enterprise Agreement 2015;

[&]quot;Award" shall mean the South Australian Municipal Salaried Officers Award;

5. NO FURTHER CLAIMS

The Union undertakes that, during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

6. ENTERPRISE BARGAINING UNIT

- 6.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Agreement with the Union and its members, and resolving concerns and/or disputes arising from the operation of the Agreement is the Enterprise Bargaining Unit.
- 6.2 The Enterprise Bargaining Unit for this Agreement shall consist of:
 - 6.2.1 A maximum of four (4) Council representatives;
 - 6.2.2 A maximum of four (4) Employee representatives, of which a minimum of two (2) shall be Union members;
 - 6.2.3 ASU Industrial Officer, if requested by the Employee representatives;
 - 6.2.4 Access to a Consultant/Adviser to both parties.
- 6.3 The role of the Enterprise Bargaining Unit is:-
 - 6.3.1 To formulate an Agreement acceptable to all parties.
 - 8.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties they represent.
 - 6.3.3 To consider reports and ideas generated by Employee and Council representatives on a range of issues.
 - 6.3.4 To distribute minutes of its meetings together with regular newsletters/report back to the parties they represent. Members of the Enterprise Bargaining Unit will make themselves available to Employees for the purpose of receiving and providing information.
 - 6.3.5 To review and monitor the operation and implementation of the Agreement.
 - 6.3.8 To consider and implement agreed suggestions for continuous improvement and resolve any disputes arising out of the operation of the Agreement.

7. AIMS/OBJECTIVES OF THE AGREEMENT

- 7.1 To promote a culture in the workplace where the Council Values are promoted and applied.
- 7.2 To promote and encourage behaviours in the workplace which are consistent with both Council Values and the Code of Conduct for Employees set out in the Local Government Act.
- 7.3 To encourage and develop a high level of skill, innovation and excellence among Employees of the Council through the provision of training and skills improvement programs.
- 7.4 To promote a high standard of excellence in the delivery of services in all areas of Council's operations.
- 7.5 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.6 To increase the level of individual expertise of Employees by promoting improved efficiency, flexibility and productivity through the provision of a training and skills improvement program.
- 7.7 To enhance careers and benefits for Employees.
- 7.8 To minimise unproductive time.

- 7.9 To develop an environment where all parties are involved in making decisions which affect them.
- 7.10 To provide for a safer and more enjoyable working environment and minimise lost time through injury.
- 7.11 To recognise commitment, past productivity, flexibility and efficiency improvements.
- 7.12 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.
- 7.13 To promote open and honest communication in all aspects of Council operations.

8. PERIOD OF OPERATION

This Agreement will come into effect on the date of certification and will have a nominal expiry date of 16 July 2018.

9. PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

- 9.1 This Agreement shall be read in conjunction with the Award, provided that where there is any inconsistency, this Agreement shall take precedence.
- 9.2 The Council is committed to commence collective bargaining for a replacement enterprise agreement by 1st February 2018.

10. EMPLOYEE RELATIONS/CONSULTATION

- 10.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- 10.2 Consultation is essential to any change. Council recognises the need for Employee commitment to achieve effective improvements in productivity and efficiency.
- 10.3 Council is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
- 10.4 Participation by Employees is vital in decisions which involve work methods and arrangements. This is to ensure that Employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment though the ability of Employees to influence matters which affect the way work is done.
- 10.5 The consultative process will be conducted in a positive and constructive manner, seeking to find ways to achieve desired outcomes and respecting the need for confidentiality.
- 10.6 After consulting with Employees and taking into consideration all points, issues and concerns raised, Council will determine the most appropriate course of action taking into consideration the long term interests of the organisation and Employees.

11. CONSULTATIVE COMMITTEE

To facilitate the consultative processes a Joint Consultative Committee shall be established.

- 11.1 The committee shall consist of:
 - 11.1.1 three (3) Council representatives; and
 - 11.1.2 three (3) Employee representatives;
 - 11.1.3 An ASU Representative if requested by the Employees
 - 11.1.4 A Consultant/Advisor to Council if required
- 11.2 The membership may be varied by mutual consent. Members shall serve on the Committee for a period of 12 months and may nominate to continue on if they wish. Should there be more nominees for employee representatives than the three required an election shall be held. All employees covered by this Agreement shall be eligible to vote at such an election.

12. CHANGE MANAGEMENT

- 12.1 Employees will be consulted at the earliest practicable stage in relation to the proposed change, consistent with the provisions of Clause 11 of this Agreement.
- 12.2 The parties to this Agreement recognise the benefits to be achieved through addressing productivity and efficiency measures on a joint co-operative basis, involving the managers/supervisors and the Employees at the actual workplace.
- 12.3 During the term of the Agreement the following issues shall be addressed using the cooperative approach and where necessary any changes shall be implemented following Consultation with the relevant Employees in accordance with Clause 11.

The aim of the process is to identify and implement change which has the effect of improving efficiency and productivity to achieve best practice standards for Council operations, including the following matters:-

- 12.3.1 Reviewing working arrangements and patterns, including resource sharing arrangements;
- 12.3.2 Identification of outdated or restrictive work practices;
- 12.3.3 Consider the means whereby communication and consultation between Council and Employees may be enhanced; and
- 12.3.4 Consider the means whereby Council services to the local community can be enhanced.

All suggestions raised through this process shall be recorded and considered by Council and Employee representatives on the Consultative Committee.

- 12.4 Prior to the introduction of any major or significant changes which are likely to impact on the working arrangements, career opportunities or working conditions of staff, all staff impacted are to be given written details of the changes at least 14 days prior to any staff meetings held to discuss such changes. The information to be given to employees may include, where appropriate, the following:-
 - 12.4.1 The details of the proposed changes:
 - 12.4.2 Personnel affected and the degree to which their functions will be affected;
 - 12.4.3 The perceived benefits to Council;
 - 12.4.4 The perceived benefits to the Employees concerned.

13. PRODUCTIVITY IMPROVEMENT

Productivity Improvement items are encouraged to be raised at any staff / team meeting. To assist promotion of these Productivity Improvements, staff / team meetings and Executive Leadership Team (ELT) meetings will have a standing agenda item called Productivity Improvements.

For the purposes of this clause, Productivity Improvements can take the form of a change in process or procedure that results in cost or resource savings to Council. The applicability of all suggestions from staff / team meetings will generally be decided upon by the relevant Director, prior to ELT consideration.

The ELT will review and consider the applicability of the suggested Productivity Improvement at its meetings. Conversely, ELT suggested Productivity Improvements can then be forwarded for discussion at staff / team meetings, via the relevant Director.

14. DISPUTE RESOLUTION

- 14.1 The following procedure will be used in the event of a dispute arising between Council and an Employee:-
 - 14.1.1 Employee(s) should, in the first instance, seek to resolve any disputes with their Supervisor. Conversely, a Supervisor should seek to resolve any disputes directly with the Employee(s) concerned as appropriate.
 - 14.1.2 If matters remain unresolved, then assistance should be sought from the next immediate Supervisor and the Workplace Representative, who may involve a Union official. If, at this stage, matters remain unresolved, the next immediate Supervisor will involve the Chief Executive Officer, as appropriate.
 - 14.1.3 Both parties will agree to open communication and due process, and their complaints will be treated with confidentially and respect.
 - 14.1.4 If the matter remains unresolved, then assistance may be sought from the Union, if requested by Employee(s) who are the subject of dispute, in consultation with the Council.
- 14.2 If the issue remains unresolved, either party may refer the matter to the South Australian Industrial Relations Commission.
- 14.3 During discussions and negotiations in accordance with the procedures prescribed in this Clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.

PART 3 - EMPLOYMENT RELATIONSHIP

15. EMPLOYMENT SECURITY AND WORKFORCE SIZING

Council agrees that there shall be no forced redundancies for the term of this Agreement.

16. WORKFORCE SIZING

The parties to this Agreement recognise that the size of Council workforce must be sustalnable by the financial capacity of the Council and as such, acknowledge the current economic climate and operational requirements.

- 16.1 Where, due to organisational requirements, Council Identifies a need to reduce the size of the workforce or a portion of the workforce the following steps shall occur:
 - 16.1.1 Consultation with the members of the impacted group or groups and their representatives will be undertaken. Where appropriate this will be initiated through the Consultative Committee established under the provisions of clause 11.
 - 16.1.2 Where appropriate natural attrition will be used to reduce numbers. If this is not practicable options to redeploy people to roles at their existing classification level will be considered. If such opportunities do not exist impacted employees will be redeployed to roles at a lower job grade and have their pay rate maintained in accordance with the provisions of clause 16.2.
 - 16.1.3 Voluntary Separation Packages may be offered if Agreement is reached. The conditions of the offer will comply with the provisions of clause 16.3.
- 16.2 Redeployment to a lower grade
 - 16.2.1 Where it is agreed that an employee should be redeployed to suitable work at a lower grade their current wage rate will be frozen for a period of 104 weeks. At the completion of the period of the freeze the employee's wage rate will revert to the wage rate of the classification of the role they are filling. Such redeployment shall be confirmed in writing at the time of notification. A Personal Development Plan will be developed in consultation with the employee at the time of the redeployment.

- 16.2.2 An employee on a frozen rate will forfeit their right to that rate if they refuse promotion to a higher paid position for which they are qualified.
- 16.2.3 If called upon to work in a higher paid position employees on a frozen rate will be available to provide cover for any position for which they possess the required skills. The transferred employee will be paid either their frozen rate or the rate for the job in which they provide cover, whichever is the higher.
- 16.2.4 An employee who chooses to apply for a position attracting a lower rate than their frozen rate will be paid the rate for the lower paid position if their application is successful.
- 16.3 Voluntary Separation Package (VSP)
 - 16.3.1 Where it is agreed that VSP's will be offered:
 - 16.3.2 Expressions of interest will be called from impacted Employee.
 - 16.3.3 All Expressions of Interest shall be kept highly confidential; and
 - 16.3.4 No obligation is placed on Council to accept an expression of interest for a VSP.
 - 16.3.5 Where an expression of interest is accepted by Council the following formula for payment shall apply:
 - 16.3.5.1 Ten (10) weeks' notice or payment in lieu of notice;
 - 16.3.5.2 A payment at the rate of three (3) weeks' pay for each completed year of continuous services in South Australian Local Government;
 - 16.3.5.3 An additional notice payment of one (1) week's will be made to Employees who are 45 years or older;
 - 16.3.5.4 Provided that the maximum payment under this clause shall not exceed one hundred and four (104) weeks.

17. CLASSIFICATION REVIEW

- 17.1 Any request for a reclassification shall be examined and determined by Council within 6 weeks of receipt of such application. The date of affect for any resulting reclassification shall be the date of the original application.
- 17.2 The applicant will be provided with written confirmation of the decision on their application.
- 17.3 Any member not satisfied with the determination may present their grievance to the Board of Reference constituted under Clause 2.3 of the Award.

18. DISCIPLINARY PROCESS

- 18.1 A Disciplinary Process may be undertaken for any breach of discipline. Breaches of discipline include, but are not limited to:
 - Absenteeism,
 - Poor work performance.
 - Failure to properly carry out legitimate instructions,
 - Failure to follow safety procedures,
 - Use of abusive language,
 - Other inappropriate behaviours.
 - Breaches of the Employee Code of Conduct set out in the Local Government Act.
- 18.2 All suspected breaches of discipline will be investigated.
- 18.3 In all disciplinary interviews, an Employee is entitled to have a Workplace Representative present if they wish
- 18.4 Where an investigation finds that a breach of discipline has occurred appropriate disciplinary action will be taken.
 - Disciplinary action may take the form of a reprimand, informal warning, a formal written warning or termination.

- 18.5 Except in cases where the misconduct is so serious as to justify summary dismissal an employee will receive two formal written warnings before being terminated with notice. Formal warnings will be in writing and a copy will be lodged on the Employees file.
- 18.6 Unless explicitly stated otherwise a formal warning shall expire one year after it is issued.

19. PART-TIME EMPLOYEES

- 19.1 Council may engage employees for less than 38 hours per week as part-time employees. All entitlements will accrue to part-time employees on a pro rata basis.
- 19.2 Part-time employees will be paid at the hourly rate applicable to their classification.

 Hours worked over and above their contracted hours will be paid at single time unless:
 - They exceed 8 hours in a single day, or
 - 76 hours in a fortnight, or
 - Are outside the prescribed span of hours.

In these situations the appropriate penalty rates will apply, with the proviso that part-time employees will have the option of taking TOIL on the same conditions as apply to full-time employees.

- 19.3 The normal working hours of a part-time Employee may be changed by mutual agreement between the Employee and the Council. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 19.4 Where Council needs to increase the number of hours being worked in any section consideration will be given to offering additional hours to existing part-time employees if practicable to do so.
- 19.5 Part-time Employees will progress through the incremental steps in the classification levels of the Award each twelve months following their anniversary date. They shall receive the full value of the increase to the next increment which will then be applied according to the hours worked.

20. CASUAL EMPLOYMENT HOURS

Where there is a requirement for an Employee to work variable and inconsistent hours they may be engaged on a casual basis, regardless of the number of hours worked.

Employees engaged on a casual basis will be paid the prescribed casual loading for all hours worked.

PART 4 - RATES OF PAY AND RELATED MATTERS

21. WAGE RATES

The following adjustments will be made during the life of the Agreement:

- 21.1 The first salary increase of 2.8 % will apply full payroll period (inclusive) following the date of certification of the Agreement and shall be back paid from the first full pay period on or after 16 July 2015.
- 21.2 The second salary increase of 2.8 % will take place from the first full payroll period on or after the first full pay period after 16 July 2016
- 21.3 The third salary increase of 2.8 % will take place from the first full payroll period on or after the first full pay period after 16 July 2017.

The increased wage rates are contained in Appendix 2 of this Agreement.

22. STAFF APPRAISAL & DEVELOPMENT PERFORMANCE REVIEWS

22.1 Council and staff will commit to a positive system of performance review to ensure that all staff are provided with timely feedback on all aspects of job performance as well as facilitating training and career opportunities for staff. All performance reviews will be conducted annually.

23. TRAINING

Training is recognised as an important contributor both to the achievement of Council's goals and for employees to meet their personal goals and ambitions. To this end training and development will be undertaken as required subject to budgetary constraints.

24. STUDY ASSISTANCE

Council Employees are encouraged to undertake an external course of study for the benefit of themselves and Council. This study will be taken at the discretion of the employee and is not professional development required to fulfil requirements of their current position.

To qualify for support under the provisions of this clause the course of study must lead to a recognised qualification at or above Diploma level, offered by a recognised and accredited training institution. Employees engaged on a Contract of Training or undertaking job specific training are not impacted by the operation of these provisions.

- 24.1 Employees undertaking a course of tertiary study may be entitled to study assistance if;
 - 24.1.1 The employee is a permanent employee of Wattle Range Council
 - 24.1.2 The study is relevant to the employees current position or career opportunities within Council but is not training identified as being essential for performance of the employees current duties
 - 24.1.3 The study is undertaken with an accredited tertiary training provider.

24.2 Financial Assistance

- 24.2.1 At the discretion of the CEO, Council may reimburse up to 100% of the enrolment and course fees. Reimbursement will be dependent upon satisfactory completion of each unit of study. In cases of financial hardship, an employee may apply to have payment made directly to the educational institution.
- 24.2.2 All other expenses associated with the study, including travel costs are to be met by the employee
- 24.2.3 If the course is not completed the employee may be required to repay the study assistance granted. This will be at the discretion of the CEO.

24.3 Study Leave

- 24.3.1 Employees with approved study assistance will be entitled to a maximum of five hours leave per week to meet course requirements. Pro rata entitlements will apply to part time employees.
- 24.3.2 Employees with approved study assistance will be entitled to a maximum of 2.5 days paid leave per semester to prepare for or attend examinations or other compulsory course related requirements. Pro rata entitlements will apply to part time employees.

24.4 Applications and approval

24.4.1 Applications for study assistance must be made on the Study Assistance Application Form, at least one month prior to enrolment. The application must be approved by both the employee's Director and CEO prior to any payment being made or leave taken.

26.8 Rostered Work

In areas where work is required outside the standard office hours on a regular and ongoing basis rosters will be developed to ensure that:

- The required hours of operation are adequately covered;
- Employees working in the impacted area are not unduly disadvantaged;
- Rostered hours do not exceed an average of 38 hours per week for full-time employees;
- Any hours outside the above normal spread of hours will be paid at the
 appropriate penalty rate, except for Library Officers who are paid the rates
 prescribed in Appendix 1 for Library Officers who will not be entitled to any
 additional payment.

26.9 Rostered Day Off (RDO)

- 26.9.1 By working an 8 hour day full-time employees will accrue sufficient hours to have a Rostered Day Off (RDO).
- 28.9.2 RDOs will be rostered so as to ensure that service delivery is not affected. A roster system will be developed by the relevant Director or nominee in Consultation with Employees. Rostered days off will be rostered from Monday to Friday.
- 26.9.3 If, due to operational requirements, the relevant Director (or their nominee) requests an Employee to work on their RDO, a substitute day to be taken off will be agreed at the time when the request for deferral is made. The substitute day shall be agreed to be taken within four (4) weeks of the deferred RDO, providing that by specific agreement between the relevant Director or nominee and an Employee, up to five RDOs may be banked. Banked RDOs may be taken for office closure in accordance with Clause 28 of this Agreement.
- 26.9.4 Where an Employee has an RDO accrual of greater than 40 hours, the relevant Director (or their nominee) may direct the Employee to take such surplus RDO leave at a particular time having regard to operational requirements, or authorise payment of surplus RDO leave prior to 30 June each year.
- 26.9.5 Where an Employee is sick or suffers personal injury on an RDO, no reinstatement of RDO time will occur.

26.10Time Off In Lieu (TOIL) of Overtime

- 26.10.1 With the exception of Call-out work performed by employees in receipt of a call-out allowance all overtime must be authorised by the relevant Director or nominee prior to being worked.
- 26.10.2 An Employee may elect to take TOIL for overtime worked on an 'hour for hour' basis.
- 26.10.3 TOIL must be taken at a mutually agreed time.
- 26.10.4 An Employee's TOIL bank must only accrue to a maximum of 24 hours (or 3 days) at any time.
- 26.10.5 Accrued TOIL time and banked RDO's will be taken in precedence to annual leave entitlements.

24.4.2 The granting of Study Assistance under the provisions of this clause is at the discretion of Council, and will be applied in accordance with Council's Training and Development Policy.

PART 5 - HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

25. TRAVEL ON COUNCIL BUSINESS.

- 25.1 Time spent travelling on authorised Council business will be in Council's time, with the exception of employees who have private use of a Council vehicle. Where it is necessary to travel on Council business outside of the employee's normal working hours compensating time off will be granted on an hour for hour basis. For casual employees the time will be paid at their normal casual rate.
- 25.2 Travel on Council business will be undertaken using the most cost effective reasonable means.
- 25.3 Where the use of a private vehicle is authorised to attend Council business, full reimbursement at the car allowance rate as detailed in Clause 4.4.5(b) of the Award will be made for the first 100 km and thereafter, reimbursement will be made for 50% of the remainder of the trip.

26. HOURS OF WORK

- 26.1 The standard hours of work for all full-time Employees covered by this Agreement who are not rostered in accordance with Clause 26.8 of the Agreement shall be a 19-day per four week period arrangement
- 26.2 The ordinary hours of work may be worked between 6:00 am—7:00 pm, Monday to Friday inclusive. Employees will undertake their ordinary hours during the operating hours of the relevant work area and adjustments to starting and finishing times, and the taking of meal breaks may be arranged to meet the needs of the work area and the employees involved.
- 26.3 Standard hours may be varied by agreement, subject to authorisation by the Chief Executive Officer.
- 26.4 Except for employees engaged at Visitor Information Centres (VIC's) employees will not work more than 5 hours without a meal break. A meal break will be a minimum of 30 minutes. Part-time employees who work less than 5 hours per day will not be entitled to a meal break, however if they work more than 3 hours they will be entitled to a 15 minute rest break. Employees engaged at VIC's to work more than 5 consecutive hours will have a 20 minute paid meal break, to be taken at a convenient time and subject to interruption if necessary.
- 26.5 All employees working more than 5 hours per day will be entitled to a 15 minute break in addition to the prescribed lunch break.
- 26.6 Child Care staff to will have morning and afternoon tea breaks away from their work place in compliance with the Child Care Act 1972 (Cth).

26.7 Flexible Working Hours.

By agreement temporary arrangements may be entered into for employees to work more than 38 hours per week or outside of the normal spread of hours provided;

- There is genuine agreement on the part of the employee;
- The period is set, in writing, prior to the work commencing;
- At the end of the period arrangements will be made to have compensating time off for any hours worked in excess of 38 per week. Hours accumulated through the working of Flexible Hours will not be counted against limits for the accumulation of TOIL or RDO's.

27. ON-CALL ALLOWANCE

- 27.1 An Employee who is required to be on-call in accordance with this Clause will be paid the appropriate allowance prescribed below.
- 27.2 For the purposes of this Clause, 'on-call' is defined as a situation where an Employee is required by the Council to be in a state of immediate readiness to return to work.
- 27.3 Only the Chief Executive Officer, Director and/or Managers may request that an Employee be on call. An Employee can refuse to be on-call.
- 27.4 An Employee, who has agreed to be rostered on-call on a weekday night (Monday to Friday, inclusive), will be paid an allowance of \$25.00 for each night, where 'night' is defined to mean from the end of a working day to 7.00am the next day.
- 27.5 An Employee, who has agreed to be rostered on-call on a Saturday, Sunday, Public Holiday, RDO or during a shutdown period (i.e. for 24 hours at a time), will be paid an allowance of \$50.00 for each day, where 'day' is defined to mean from 7.00am one day to 7.00am the following day.
- 27.6 An employee who is recalled to work while being on-call will be paid a call out in accordance with clause 5.7.1 of the Award.

PART 6 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

28. CHRISTMAS/NEW YEAR CLOSURE

- 28.1 Council Offices or facilities will be closed over the Christmas/New Year period. Those normal working days falling between Christmas Day and New Year's Day which are not public holidays shall be taken as RDOs, TOIL, annual leave or unpaid leave, if no form of paid leave is available. This clause shall not apply to staff employed as Tourist Information Officers.
- 28.2 The Child Care Centre Directors, in consultation with the Chief Executive Officer or nominee, will determine the period of Christmas/New Year Closure for their operation and the leave taken by staff shall be either RDOs, TOIL, annual leave or unpaid leave, if no form of paid leave is available.

29. SICK LEAVE/CARER'S LEAVE

Council acknowledges the relationship between work and personal commitments and the importance of combining both to improve productivity. In order to achieve these goals sick leave arrangements will be as follows:

- 29.1 All full-time employees shall be entitled to 76 hours paid sick/carer's leave per year or part thereof based on the portion of full time equivalent hours worked Part-time employees will be entitled to a pro rata amount.
- 29.2 Evidence to the satisfaction of Council may be required to be produced (to qualify for payment for the absence) in respect of sick/carer's leave taken for more than two (2) consecutive days.
- 29.3 Council reserves the right to require satisfactory evidence for any single day absences.
- 29.4 As an incentive for accrual of sick/carer's leave, an employee may elect to cash out one half of any unused sick/carer's leave accrued each year as at the 30 June each year, under the following arrangements:
 - 29.4.1 To be entitled to this payment, an Employee must maintain a minimum of 760 sick/carer's leave hours, despite the cash out.
 - 29.4.2 If an Employee elects to cash out a portion of sick/carer's leave in accordance with this Clause, the Employee may access that cashed out portion of sick/carer's leave on a leave without pay basis whilst employed by the Council.

30. ANNUAL LEAVE

In exceptional circumstances such as extreme financial hardship an Employee may request to cash out unused annual leave, under the following arrangements:

- 30.1 To be entitled to this payment, an Employee must maintain a minimum of 152 hours of accrued annual leave, despite the cash out.
- 30.2 If an Employee elects to cash out a portion of annual leave in accordance with this Clause, the Employee may access that cashed out portion of annual leave on a leave without pay basis whilst employed by the Council.

31. LONG SERVICE LEAVE

- 31.1 All employees will accrue Long Service Leave at the rate of 2.5 hours for every 100 hours of ordinary time worked.
- 31.2 Pro rata long service leave may be accessed by the Employee after seven years of continuous service at a time to be mutually agreed.
- 31.3 In accordance with the terms of the Long Service Leave Act 1987 (SA), an agreement may be entered into between Council and an Employee for the cash out of long service leave entitlements.
- 31.4 The following guidelines apply for the agreements prescribed in Clause 31.3:
 - 31.4.1 Cash out of portion of long service leave entitlements shall be made in minimum blocks of five (5) weeks:
 - 31.4.2 The Employee will maintain a minimum of five (5) weeks long service leave, despite the cash out;
 - 31.4.3 These guidelines may be varied where agreed by both parties in exceptional circumstances;
 - 31.4.4 All agreements to cash out long service leave in accordance with this Clause must be in writing and signed by both the Employee and Council.

PART 7 - MISCELLANEOUS

32. CORPORATE UNIFORMS

- 32.1 The wearing of the Local Government corporate wardrobe or authorised Council apparel shall be encouraged for all permanent Employees, and be kept in a presentable state by the Employee.
- 32.2 To encourage the corporate uniform, Council will reimburse staff \$350 each Year for annual maintenance, which will be paid upon proof of purchase.
- 32.3 New staff will not become eligible for uniforms until the completion of the probationary period.
- 32.4 Employees engaged for a fixed term and casual Employees will not be expected to wear uniforms and will not be eligible for any reimbursement, unless otherwise determined by Council.

33. INCOME PROTECTION

- 33.1 The Council will provide Group Personal Accident and Illness Insurance through the Local Government Risk Services for all Employees covered by the Agreement.
- 33.2 Any income protection payment made under this Clause is to be considered a payment of compensation and not a payment of wages.
- 33.3 Time during which an employee is in receipt of Income protection payments made under this clause will not break service but neither will they count as service.

34. HOME BASED WORK

- 34.1 It is agreed between the parties that home-based work arrangements can contribute to improved productivity and staff morale. An Employee may request to work from home, providing this is with the agreement of the Chief Executive Officer. In assessing the request, the following shall be taken into account:
 - How it meets the needs of Council:
 - The nature of the work being performed;
 - The equipment required to facilitate the arrangements;
 - Occupational health and safety requirements, including workers compensation.
- 34.2 Working from home does not affect conditions of employment.
- 34.3 Where it is agreed that home-based work is appropriate, the arrangements shall be recorded and signed by the Employee and the Chief Executive Officer. Such arrangements shall include, but not be restricted to, such matters as hours of work to be carried out at home and at the Council office, responsibilities and tasks to be performed at home, and equipment etc. to be provided. The arrangement may be varied by way of agreement and may be terminated by either party with a minimum notice period of one month (minimum notice provided in the agreement).
- 34.4 The Council will provide and maintain all equipment, software as necessary and agreed for the Employee to work from home. The Employee shall ensure the security of the Council's equipment and data and ensure copyright provisions are observed in accordance with Council's policies.
- 34.5 Council recognises its responsibilities to take all reasonably practicable steps to provide a safe and health work environment for its Employees.
- 34.6 Council will ensure that the Employee has access to relevant information and is included in all Employer-Employee communication and consultative processes.

35. SUPERANNUATION

- 35.1 The parties agree that Council will pay Employer superannuation contributions in respect of each Employee into the Local Super Division of Statewide Super (or other fund nominated by the Employee).
- 35.2 The amount of the Employer superannuation contribution will be:
 - 35.2.1 For each Employee who is making "Salarylink Contributions" to the Local Super Division of Statewide Super.
 - 35.2.1.1 3% of the employee's salary; and
 - 35.2.1.2 Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to finance the Salarylink benefit for the Employee; and
 - 35.2.1.3 Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed of Statewide Super.

- 35.2.2 For each other employee:
 - 35.2.2.1 Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - 35.2.2.2 Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

36, SALARY SACRIFICING

- 36.1 Salary sacrificing shall be available to Employees.
- 36.2 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary to make additional contributions to the Local Government Superannuation Scheme referred to in Clause 35:
 - 36.2.1 As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before submitting an application in accordance with Clause 36.2.4.
 - 36.2.2 The Employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave loading and long service leave, shall be the presacrificing salary.
 - 36.2.3 Any such arrangement shall be by mutual agreement between each individual Employee and the Council.
 - 36.2.4 The application from the Employee shall be in writing on a form provided by the Council for this purpose, and shall detail the percentage of salary to be salary sacrificed together with a statement that the cash component of the Employee's salary after salary sacrifice is adequate for the Employee's ongoing living expenses.
 - 36.2.5 Each Employee may review and alter the percentage of salary to be salary sacrificed on up to two (2) occasions in any twelve (12) month period. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
 - 36.2.6 The individual agreement to salary sacrifice may be rescinded by the Employee providing one (1) month's notice in writing to the Council.
 - 36.2.7 The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
 - 36.2.8 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrificing arrangement. As a result an Employee's take home pay may be lower than that provided for in Appendix 2.
- 36.3 An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement in accordance with this Clause.

37. SIGNATORIES

For and on behalf of the Australian Services Unio	n
The Contract of the Contract o	_ BRANCH SECRETARY
15/4/16	_ DATE
For and on behalf of the Wattle Range Council	
	_ CHIEF EXECUTIVE OFFICER
107 April 2016	_ DATE
Jen	_WORKPLACE REPRESENTATIVE
07.04.2016	_ DATE

		2015				2016			2017			
Level	Increment	Annual	Fortnight	Hourly	Annual	Fortnight	Hourly	Annual	Fortnight	Hourly		
	1	\$39,246	\$1,509.46	\$19.86	\$40,344.76	\$1,551.72	\$20.42	\$41,474.41	\$1,595.17	\$20.99		
1A	2	\$40,375	\$1,552.88	\$20.43	\$41,505.41	\$1,596.36	\$21.00	\$42,667.56	\$1,641.06	\$21.59		
14	3	\$41,523	\$1,597.03	\$21.01	\$42,685.54	\$1,641.75	\$21.60	\$43,880.74	\$1,687.72	\$22.21		
	4	\$43,798	\$1,684.55	\$22.17	\$45,024.70	\$1,731.72	\$22.79	\$46,285.39	\$1,780.21	\$23.42		
	1	\$44,905	\$1,727.13	\$22.73	\$46,162.63	\$1,775.49	\$23.36	\$47,455.18	\$1,825.20	\$24.02		
	2	\$46,150	\$1,774.99	\$23.36	\$47,441.93	\$1,824.69	\$24.01	\$48,770.31	\$1,875.78	\$24.68		
1	3	\$47,477	\$1,826.05	\$24.03	\$48,806.71	\$1,877.18	\$24.70	\$50,173.30	\$1,929.74	\$25.39		
	4	\$48,901	\$1,880.83	\$24.75	\$50,270.72	\$1,933.49	\$25.44	\$51,678.30	\$1,987.63	\$26.15		
	5	\$50,324	\$1,935.54	\$25.47	\$51,733.10	\$1,989.73	\$26.18	\$53,181.62	\$2,045.45	\$26.91		
	6	\$51,747	\$1,990.26	\$26.19	\$53,195.65	\$2,045.99	\$26.92	\$54,685.13	\$2,103.27	\$27.67		
	1	\$53,187	\$2,045.64	\$26.92	\$54,675.75	\$2,102.91	\$27.67	\$56,206.67	\$2,161.80	\$28.44		
2	2	\$54,611	\$2,100.41	\$27.64	\$56,139.76	\$2,159.22	\$28.41	\$57,711.67	\$2,219.68	\$29.21		
_	3	\$56,035	\$2,155.18	\$28.36	\$57,603.76	\$2,215.53	\$29.15	\$59,216.67	\$2,277.56	\$29.97		
	4	\$57,457	\$2,209.90	\$29.08	\$59,066.14	\$2,271.77	\$29.89	\$60,719.99	\$2,335.38	\$30.73		
_												
	1	\$58,877	\$2,264.49	\$29.80	\$60,525.27	\$2,327.89	\$30.63	\$62,219.98	\$2,393.08	\$31.49		
3	2	\$60,301	\$2,319.26	\$30.52	\$61,989.27	\$2,384.20	\$31.37	\$63,724.97	\$2,450.96	\$32.25		
3	3	\$61,725	\$2,374.04	\$31.24	\$63,453.28	\$2,440.51	\$32.11	\$65,229.97	\$2,508.85	\$33.01		
	4	\$63,148	\$2,428.75	\$31.96	\$64,915.66	\$2,496.76	\$32.85	\$66,733.30	\$2,566.67	\$33.77		
	1	\$64,570	\$2,483.46	\$32.68	\$66,378.04	\$2,553.00	\$33.59	\$68,236.62	\$2,624.49	\$34.53		
4	2	\$65,991	\$2,538.12	\$33.40	\$67,838.79	\$2,609.18	\$34.33	\$69,738.28	\$2,682.24	\$35.29		
-	3	\$67,415	\$2,592.89	\$34.12	\$69,302.80	\$2,665.49	\$35.07	\$71,243.28	\$2,740.13	\$36.05		
	4	\$68,838	\$2,647.60	\$34.84	\$70,765.18	\$2,721.74	\$35.81	\$72,746.60	\$2,797.95	\$36.82		

lattle R	ange Council A	ISU Agreen	nent 2015		Page	19					
		2015				2016			2017		
Level	Increment	Annual	Fortnight	Houdy	Annual	Fortnight	Hourly	Annual	Fortnight	Hourly	
	1	\$70,260	\$2,702.32	\$35.56	\$72,227.56	\$2,777.98	\$36.55	\$74,249.93	\$2,855.77	\$37.58	
5	2	\$71,683	\$2,757.03	\$36.28	\$73,689.94	\$2,834.23	\$37.29	\$75,753.26	\$2,913.59	\$38.34	
	3	\$73,107	\$2,811.81	\$37.00	\$75,153.94	\$2,890.54	\$38.03	\$77,258.25	\$2,971.47	\$39.10	
								-			
	1	\$75,475	\$2,902.91	\$38.20	\$77,589.07	\$2,984.20	\$39.27	\$79,761.57	\$3,067.75	\$40.37	
6	2	\$77,848	\$2,994.14	\$39.40	\$80,027.46	\$3,077.98	\$40.50	\$82,268.23	\$3,164.16	\$41.63	
	3	\$80,220	\$3,085.37	\$40.60	\$82,465.84	\$3,171.76	\$41.73	\$84,774.88	\$3,260.57	\$42.90	
	1	\$82,590	\$3,176.54	\$41.80	\$84,902.60	\$3,265.48	\$42.97	\$87,279.87	\$3,356.92	\$44.17	
7	2	\$84,962	\$3,267.77	\$43.00	\$87,340.98	\$3,359.27	\$44.20	\$89,786.53	\$3,453.33	\$45.44	
	3	\$87,332	\$3,358.94	\$44.20	\$89,777.74	\$3,452.99	\$45.43	\$92,291.52	\$3,549.67	\$46.71	
							*·				
	1	\$90,178	\$3,468.37	\$45.64	\$92,702.50	\$3,565.48	\$46.91	\$95,298.17	\$3,665.31	\$48.23	
8	2	\$93,023	\$3,577.79	\$47.08	\$95,627.26	\$3,677.97	\$48.39	\$98,304.82	\$3,780.95	\$49.75	
	3	\$95,869	\$3,687.28	\$48.52	\$98,553.64	\$3,790.52	\$49.88	\$101,313.14	\$3,896.66	\$51.27	

			2015			2016		2017		
Level	Increment	Annual	Fortnight	Hourly	Annual	Fortnight	Hourly	Annual	Fortnight	Hourly
	1	\$40,582	\$1,560.84	\$20,54	\$41,718	\$1,604.55	\$21.11	\$42,886	\$1,649.48	\$21.70
1A	2	\$41,768	\$1,606.45	\$21.14	\$42,937	\$1,651.43	\$21.73	\$44,139	\$1,697.67	\$22.34
IA	3	\$42,952	\$1,651.99	\$21.74	\$44,154	\$1,698.24	\$22.35	\$45,391	\$1,745.79	\$22.97
	4	\$45,320	\$1,743.07	\$22.94	\$46,589	\$1,791.87	\$23.58	\$47,893	\$1,842.04	\$24.24
	1	\$46,780	\$1,799.25	\$23.67	\$48,090	\$1,849.63	\$24.34	\$49,437	\$1,901.41	\$25.02
	2	\$47,767	\$1,837.19	\$24.17	\$49,104	\$1,888.63	\$24.85	\$50,479	\$1,941.51	\$25.55
1	3	\$49,148	\$1,890.33	\$24.87	\$50,525	\$1,943.25	\$25.57	\$51,939	\$1,997.67	\$26.29
1	4	\$50,631	\$1,947.33	\$25.62	\$52,048	\$2,001.85	\$26.34	\$53,506	\$2,057.91	\$27.08
	5	\$52,111	\$2,004.27	\$26.37	\$53,570	\$2,060.39	\$27.11	\$55,070	\$2,118.08	\$27.87
	6	\$53,591	\$2,061.21	\$27.12	\$55,092	\$2,118.92	\$27.88	\$56,635	\$2,178.25	\$28.66
	1	\$55, 09 0	\$2,118.85	\$27.88	\$56,633	\$2,178.17	\$28.66	\$58,218	\$2,239.16	\$29.46
2	2	\$56,572	\$2,175.85	\$28,63	\$58,156	\$2,236.77	\$29.43	\$59,784	\$2,299.40	\$30.26
2	3	\$58,054	\$2,232.85	\$29.38	\$59,680	\$2,295.37	\$30.20	\$61,351	\$2,359.64	\$31.05
	4	\$59,535	\$2,289.79	\$30.13	\$61,202	\$2,353.91	\$30.97	\$62,915	\$2,419.82	\$31.84
	1	\$61,012	\$2,346.61	\$30.88	\$62,720	\$2,412.31	\$31.74	\$64,476	\$2,479.86	\$32.63
3	2	\$62,494	\$2,403.61	\$31.63	\$64,244	\$2,470.91	\$32.51	\$66,043	\$2,540,10	\$33.42
3	3	\$63,976	\$2,460.61	\$32.38	\$65,767	\$2,529.51	\$33.28	\$67,609	\$2,600.34	\$34.21
	_4	\$65,456	\$2,517.55	\$33.13	\$67,289	\$2,588.05	\$34.05	\$69,173	\$2,660.51	\$35.01
<u> </u>										
	1	\$66,937	\$2,574.49	\$33.87	\$68,811	\$2,646.58	\$34.82	\$70,738	\$2,720.68	\$35.80
4	2	\$68,416	\$2,631.37	\$34.62	\$70,331	\$2,705.05	\$35.59	\$72,301	\$2,780.79	\$36.59
7	3	\$69,898	\$2,688.38	\$35.37	\$71,855	\$2,763.65	\$36.36	\$73 <u>,</u> 867	\$2,841.03	\$37.38
	4	\$71,378	\$2,745.32	\$35.12	\$73,377	\$2,822.18	\$37.13	\$75,431	\$2,901.21	\$38.17

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	1	\$72,859	\$2,802.26	\$36.87	\$74,899	\$2,880.72	\$37.90	\$76,996	\$2,961.38	\$38.97
5	2	\$74,339	\$2,859.20	\$37.62	\$75,421	\$2,939.25	\$38.67	\$78,560	\$3,021.55	\$39.70
	3	\$75,821	\$2,916.20	\$38.37	\$77,944	\$2,997.85	\$39.45	\$80,127	\$3,081.79	\$40.5
<u> </u>	1	\$78,286	\$3,011.02	\$39.62	\$80,478	\$3,095.32	\$40.73	\$82,732	\$3,181.99	\$41.8
6	2	\$80,755	\$3,105.96	\$40.87	\$83,016	\$3,192.92	\$42.01	\$85,340	\$3,282.33	\$43.1
	3	\$83,223	\$3,200.90	\$42.12	\$85,554	\$3,290.53	\$43.30	\$87,949	\$3,382.66	\$44.5
	1	\$85,690	\$3,295.78	\$43.37	\$88,090	\$3,388.06	\$44.58	\$90,556	\$3,482.93	\$45.8
7	2	\$88,159	\$3,390.72	\$44.61	\$90,627	\$3,485.66	\$45.86	\$93,165	\$3,583.26	\$47.1
	3	\$90,626	\$3,485.60	\$45.86	\$93,163	\$3,583.20	\$47.15	\$95,772	\$3,683.53	\$48.4
		¢02 E02	Ć2 E00 40	¢47.75	¢06 207	¢2 700 27	CAB 60	\$00.003	¢2 802 88	\$50.0
8	2	\$93,587 \$96,547	\$3,599.48 \$3,713.36	\$47.36 \$48.86	\$96,207 \$99,251	\$3,700.27 \$3,817.34	\$48.69 \$50.23	\$98,901 \$102,030	\$3,803.88	\$51.6
<u></u>	3	\$99,510	\$3,827.31	\$50.36	\$102,296	\$3,934.47	\$51.77	\$105,161	\$4,044.64	\$53.2

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	1	\$76,803	\$2,953.98	\$38.87	\$78,954	\$3,036.69	\$39.96	\$81,165	\$3,121.71	\$41.08
1	2	\$77,846	\$2,994.08	\$39.40	\$80,026	\$3,077.92	\$40.50	\$82,267	\$3,164.10	\$41.63
	3	\$80,220	\$3,085.37	\$40.60	\$82,466	\$3,171.76	\$41.73	\$84,775	\$3,260.57	\$42.90
	1	\$82,590	\$3,176.54	\$41.80	\$84,903	\$3,265.48	\$42.97	\$87,280	\$3,356.92	\$44.17
2	2	\$84,960	\$3,267.71	\$43.00	\$87,339	\$3,359.21	\$44.20	\$89,785	\$3,453.26	\$45.44
	3	\$87,331	\$3,358.88	\$44.20	\$89,776	\$3,452.93	\$45.43	\$92,290	\$3,549.61	\$46.71
	1	\$90,178	\$3,468.37	\$45.64	\$92,702	\$3,565.48	\$46.91	\$95,298	\$3,665.31	\$48.23
3	2	\$93,023	\$3,577.79	\$47.08	\$95,627	\$3,677.97	\$48.39	\$98,305	\$3,780.95	\$49.75
	3	\$95,868	\$3,687.22	\$48,52	\$98,552	\$3,790.46	\$49.87	\$101 <u>,</u> 311	\$3,896.60	\$51.27
4	1	\$98,794	\$3,799.75	\$50.00	\$101,560	\$3,906.14	\$51.40	\$104,403	\$4,015.52	\$52.84
7	2	\$102,496	\$3,942.16	\$51.87	\$105,366	\$4,052.54	\$53.32	\$108,316	\$4,166.02	\$54.82
5	_ 1	\$107,123	\$4,120.12	\$54.21	\$110,123	\$4,235.48	\$55.73	\$113,206	\$4,354.08	\$57.29
	_ 2	\$110,824	\$4,262.47	\$56.09	\$113,927	\$4,381.82	\$57.66	\$117,117	\$4,504.51	\$59.27
6	1	\$115,450	\$4,440.37	\$58.43	\$118,682	\$4,564.70	\$60.06	\$122,005	\$4,692.51	\$61.74
	2	\$119,151	\$4,582.72	\$60.30	\$122,487	\$4,711.03	\$61.99	\$125,917	\$4,842.94	\$63.72
7	1	\$123,778	\$4,760.67	\$62.64	\$127,243	\$4,893.97	\$64.39	\$130,806	\$5,031.00	\$66.20
	2	\$129,330	\$4,974.23	\$65.45	\$132,951	\$5,113.51	\$67.28	\$136,674	\$5,256.69	\$69.17
8	1	\$136,732	\$5,258.94	\$69.20	\$140,561	\$5 <u>,406</u> .19	\$71.13	\$144,497	\$5,557.56	\$7 <u>3.</u> 13
	2	\$144,135	\$5,543.64	\$72.94	\$148,170	\$5,698.86	\$74.99	\$152,319	\$5,858.43	\$77.08
9	1	\$155,238	\$5,970.70	\$78.56	\$159,585	\$6,137.88	\$80.76	\$164,053	\$6,309.74	\$83.02
10	1	\$173,746	\$6,682.52	\$87.93	\$178,610	\$6,869.63	\$90.39	\$183,611	\$7,061.98	\$92.92